

AMENDED COMPLAINT AGAINST ILLINOIS POWER

JUL 9 2 50 PM '02

Since I filed my formal Complaint with ICC, I got retaliation by Mr. Underwood, Danville electrical inspector and Illinois Power. Mr. Underwood conducted an unexpected Building inspection with a Fire Captain on May 30, 2002. He decided on the spot with the Fire Captain to shut down the entire building per City Ordinance 151. (See Copy of my Complaint against Mr. Underwood to HUD)

CHIEF CLERK'S OFFICE

The Building, 428-432 E. Main St. Danville IL 61832 was acquired in July 2001 by a trust set up in Old National Bank in Danville.

Suspecting electric pirating, Illinois Power disconnected all three service drops to the Building in August 2001 and demanded ONE service drop with all disconnect and all 17 electric meter to be located outside of the Building through City of Danville's electrical inspector Eugene Underwood. (See Copy of my Complaint against Mr. Underwood to HUD.) Illinois Power violated 42 U.S.C. 3617 of Fair Housing Law.

Because of Illinois Power's insistence on the ONE service drop and all the meter and disconnect outside of the Building up until recently, I was unable to rent the first floor commercial store or open a business myself since July 2001. Rental loss amounted to \$24,000 annually for all three stores.

Several City Officials did not deny that they acted upon Illinois Power and its interests. City of Danville has a very close partnership relationship with Illinois Power.

The ISSUE is whether Illinois Power could use its monopolistic position and its unique partnering relationship with City of Danville to force me converting three service drops into one service and transferring all meters and disconnect to outside of Building.

After I filed the formal Complaint to ICC, I received attorney appearance documents from Illinois Power attorneys. I called them, suggesting a friendly and amicable resolution, all I wanted was to have the power connected. In the phone conversation I request a copy of their reply to my Complaint, the attorney indicated that my Complaint probably would be dismissed by ICC and they did not need to reply. In the phone conversation I further raised the issue of equal protection. Illinois Power attorney was unwilling to deal with those issues through negotiation.

In that phone conversation, the Illinois Power attorney maintained that my Complaint was meritless because it was the City prohibiting Illinois Power from supplying the power. That is not the fact. The fact is the City had no knowledge about the situation. It was the Illinois Power repeatedly solicited City of Danville's electrical inspector denying power to us. Illinois Power is behind all this. See Copy of my Complaint against Mr. Underwood to HUD.

Illinois Power is behind the retaliation from the Mr. Underwood. The Main purpose of shutting down the Building is to vindicate Illinois Power's position that the Building was in violation of Electrical Code and the City prevents it from supplying the power. Illinois Power was trying to force me to do expensive electrical work so that they can render my Complaint against Illinois Power meritless.

The Building is in good condition as far as electrical services are concerned. The Bar, had its service completely updated about 10 years ago with 200 AMA service and new breaker panel and all the new wiring in side the store. The 14 Apartments also has 100 AMP circuit breaker panel for each apartment and a 400 AMP 240 volt main disconnect inside the Building. The other service drop also has relatively new and up

dated circuit breaker. Illinois Power had no reason to suggest Electric Code violation. Rather, it is the "history" that led it to demand ONE service drop and all the meter and disconnect outside the Building. The "history" alluded by its staff is their suspicion of pirating. Illinois Power's suspicion of pirating is groundless, by the time of shut down of the Building on June 7, 2002, there are 11 meter installed with 5 under my name.

I hereby respectfully request ICC's approval to amend my Complaint including compensatory damages of \$2000 a month for three commercial stores starting from August 2001 until I have access to power to the store.

I further respectfully request ICC to approve my Amended Complaint to include \$5000 monthly rental loss from all the apartments starting from May 30, 2002 to the date when I am allowed to rent them out again by City of Danville plus tenants acquisition cost, cost of unnecessary electrical work, mental stress and others.

I further respectfully request ICC to enjoin Illinois Power from disconnecting power for non-payment at 428 E. Main St. I currently have 5 meters under my name and I could not afford to pay because of the shut down. I will catch up with the bill as soon as the Building is allowed to be rented.

Signature

Yardi Hu

Yardi Hu

July 9, 2002

VERIFICATION

I, Yaodi Hu, first being duly
(Name)

sworn upon oath depose and say that I am _____
(Title)

of _____, a _____ formed
(Type of Entity)

under the laws of the state of Illinois; that I have read
Amended Complaint
the above and foregoing petition by me subscribed and know the contents
thereof; that said contents are true in substance and in fact, except as to
those matters stated upon information and belief, and as to those, I believe
same to be true.

Yaodi Hu
Name
[Signature]
Title

Subscribed and sworn to before me
this 9th day of July,
2002.

Meri L Sanders
Notary Public, Illinois

